

**IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

**COURT ADDRESS:
23730 SHORTLY ROAD
GEORGETOWN DE 19947**

CIVIL ACTION NO: JP17-11-003557

LITTLE CREEK MCU VS SHATARA WATSON

**SYSTEM ID: FA1842
JULIE SMITH
C/O HOLLYBROOK FARMS
501 HOLLYBROOK APTS
LAUREL DE 19956**

Case Heard: September 26, 2011
Case Decided: October 11, 2011

Appearances: Julie Smith appeared for the plaintiff under Supreme Court Rule 57.
The defendant appeared pro se.

NOTICE OF JUDGMENT/ORDER

The Court has entered a judgment or order in the following form:

Plaintiff filed this action on June 17, 2011, seeking back rent and possession of the premises located at 108 Little Creek Apartments, Laurel, DE. A judgment by admission was signed by the defendant on July 25, 2011. On that same day the defendant came back to the Court seeking a three judge panel and the case was scheduled for a hearing before the Hon. Christopher A. Bradley as a motion to set aside the judgment by admission. The motion hearing was held on August 1, 2011. Judge Bradley granted the motion to set aside the judgment by admission and trial followed. Judge Bradley then rendered an opinion in favor of the plaintiff.

Defendant then renewed her request for a three judge panel, which was heard before the Hon. Stephani Adams, the Hon. Sheila Blakely and the Hon. James Horn on September 26, 2011. This is the decision of that panel.

FACTS

The undisputed facts indicate that the plaintiff Little Creek MCU (hereinafter "Little Creek"), a federally subsidized housing complex, rented an apartment to the defendant Shatara Watson (hereinafter "Watson") on or about October 6, 2010. At this time her rent was set at \$112.00 per month based on the HUD certification forms she filled out at that time. After paying monthly rent from October 2010 through January 2011, Watson paid only a portion of her rent for February 2011 and then paid no further rent. The plaintiff sent the defendant termination letters for non payment of rent in March, April and May 2011 when no rent was forthcoming.

Testimony and evidence from Watson indicates that she had a second child on Jan. 26, 2011

and was no longer receiving money from any source. The representative from Little Creek, office manager, Julie Smith, testified that Watson never came to the office to report her change in income and additional dependant, as she was obligated to do if she wanted her rent reduced. Watson and her sister, who also testified, indicated that it was hard to get up with Ms. Smith and the past office worker who they were dealing with about the recertification had been terminated.

DISCUSSION

It is clear to the Court that the defendant failed to pay rent after February 2011 and that the plaintiff sent the defendant the necessary notices of failure to pay rent as required by 25 Del. Code, Sec. 5502(a). It also appears that had Watson gone to the office and filled out the proper paperwork for recertification, her rent most likely would have been significantly reduced. What is not so clear to the Court is how diligent Watson was about making sure that her recertification paperwork was complete and how cooperative the office staff was in helping her. There was testimony that one of the staff members who had been helping Watson, has since been terminated.

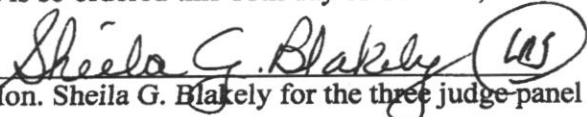
DECISION

After considering the evidence presented, the Court finds in favor of the plaintiff in the amount of \$861.03 for rent due from February through the date of judgment, plus per diem rent of \$3.73 per day for each day thereafter. Court costs of \$40.00 are also awarded plus post judgment interest at the legal rate of 5.75% per annum.

The Court however finds that because there was testimony that the defendant may have misunderstood her obligation to pay rent despite her lack of income, and her unsuccessful attempt to file the proper certification of the birth of her second child, this is a good faith dispute under 25 Del. Code, Sec. 5716. This means that if the defendant pays the full amount of the rent due to the plaintiff within 10 days of this judgment, possession of the premises will remain with the tenant/defendant. However, if the amount of rent is not paid to the plaintiff within this time frame, then possession will be awarded to the plaintiff.

There was much discussion at trial regarding Watson's need to recertify for the coming year. Should the defendant pay the amount due within 10 days and therefore be allowed to remain in the premises, she must fill out the necessary paperwork for the coming year or it will be presumed that her rent has not been reduced.

It is so ordered this 11th day of October, 2011.

 (LS)
Hon. Sheila G. Blakely for the three judge panel